

The Tour Agency.com
BY GARFLO INC

Terms of Use

Welcome to GARFLO's experiences! "The tour agency.com or/ and The Tour Agency concierge", Please take a moment to read along.

We offer users the ability to research and book travel experiences, post reviews, and participate in interactive travel forums. We are not a travel or tour agency and don't provide these services ourselves. When booking, you are purchasing directly from a third-party supplier. By accessing or using our services, you agree to these Terms of Use.

Introduction

GARFLO, Inc. ("GARFLO", "we", "us", "our") provides services ("Services") through our booking platform ("Platform") and Website (www.thetouragency.com), related domains, white label and affiliate sites, mobile properties, and related applications). These terms of Use (including the Privacy Policy) govern your use of the Services. GARFLO is not a travel or touring agency per se, nor do we supply tours, activities, or experiences. When booking, you contract with third party suppliers. **Therefore, in all Booking arrangements as in contracts, the person making the Booking is agreeing to be bound by, and shall be deemed to have accepted, these Terms of Use on behalf of all the persons named in the Booking, regardless if somebody else booked it.** GARFLO is part of the GARFLO Group of Companies (the "Group"). Contact us via the GARFLO Customer Care page or write to us at GARFLO, LLC., websales@thetouragency.com.

These Terms of Use govern your relationship with us regarding your use of the Services, including any Bookings of Experiences advertised on the Website and made available by third party suppliers. By using or accessing the Services, booking a product, or creating a GARFLO Account, you agree to be bound by these Terms of Use. We may update or modify these Terms of Use at any time, and your continued access or use of the Services after such change signifies your acceptance. Therefore, it is your responsibility to return to this page periodically to review the most current version of the Terms of Use, even if you have already bought a ticket, made a booking, or even after having contacted the experience provider, as these terms and conditions might change without notice exclusive to you. The updated Terms of Use will take effect upon posting and the date of the update will be noted at the top of the page.

The website may contain translations powered by google. google disclaims all warranties related to the translations, express or implied, including any warranties of accuracy, reliability, and any implied warranties of merchantability, fitness for a particular purpose and noninfringement.

As a condition of use of the Services, you must be 13 years or older and provide accurate information. You may only use the Services for personal, non-commercial use and to make legitimate bookings of the products. You agree not to use the Services to make speculative, false, or fraudulent requests or bookings.

You represent and warrant that you are not currently suspended or previously banned from using GARFLO's Services; are not acting on behalf of a competitor; will not create more than one GARFLO Account; and have full power and authority to enter into this legally binding agreement without violating any other agreement. GARFLO reserves the right to deny access to the Services at any time, for any reason. You use the Website at your own risk and GARFLO does not endorse or vouch for its accuracy.

Create a GARFLO Account and provide info about yourself to access some Websites and other Services. Maintain confidentiality of GARFLO Account Credentials. Solely responsible for activities (including Bookings) connected to GARFLO Account. Immediately notify us of any unauthorized use.

Your GARFLO Account or The tour agency Account is for your personal use only. Do not impersonate someone else, create a GARFLO Account for anyone other than yourself, provide false information, or create multiple GARFLO Accounts.

We may terminate or suspend your GARFLO Account or ability to use the Services without notice or liability for any misuse of the Website. Such termination or suspension may prevent access to your GARFLO Account, User Content, Website Content, and other related information.

You may terminate your GARFLO Account at any time by contacting us to request closure, and discontinuing use of the Services. We may continue to display your User Content after closing your Account, and are not obligated to remove it.

As a user of the Services, you agree that neither Garflo nor its affiliates shall have any liability to you or others for any unauthorized bookings made using your Garflo Account and/or Garflo

Account credentials. Unauthorized use of your Garflo Account and/or Garflo Account credentials may incur liability to both Garflo and other users.

You agree not to modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell or re-sell any Website Content, or any products or services obtained from or through the Website, without our prior written permission. Additionally, you agree not to use the Website or Website Content for any commercial or unlawful purpose, access the Website or Website Content with automated or manual means, violate robot exclusion headers, take action that imposes an unreasonable or large load on our infrastructure, deep-link to any Website portion, frame or mirror any Website part, modify or reverse-engineer Software, threaten, stalk, defraud, incite, harass, or advocate the harassment of another person, submit or transmit spam, chain letters, contests, junk email, pyramid schemes, surveys, promote bigotry or discrimination, submit or transmit pornography or illegal content, solicit personal information from minors, gain unauthorized access to the Website, user accounts, computer systems or

networks, transmit Viruses, interfere with the proper working of the Website, violate the security of any computer network, crack passwords or security encryption codes, disrupt or interfere with the Website security, or remove, circumvent, disable, damage or otherwise interfere with any Website security-related features.

When you use the GARFLO Website, or send communications from your desktop or mobile device to us, you agree that we may communicate with you via email, in-app push notices, or by posting notices on the Website. You may unsubscribe from marketing-related emails by emailing websales@thetouragency.com, however we may still send you non-marketing messages related to Bookings.

We may share your information with other companies in our group to send you customized news, offers, products, and services. This helps us better understand your preferences so we can tailor our services to meet your needs.

Content

Users of the Website may contribute to the Website by submitting emails, writing reviews, making postings, uploading and posting photos or videos, making comments or suggestions, submitting ideas, filling out public profiles, rating other users' contributions, etc. We may use User Content in various ways, such as displaying, reformatting, translating, editing, incorporating it into ads, creating derivative works, promoting, distributing, and allowing others to do the same.

By submitting User Content, you grant GARFLO and its affiliates a worldwide, non-exclusive, royalty-free, perpetual, transferable, irrevocable and sub-licensable right to use, reproduce, modify, adapt, translate, distribute, publish, create derivative works from and publicly display and perform it. You acknowledge GARFLO may provide attribution of your User Content. You grant GARFLO the right to pursue those who violate your or GARFLO's rights in the User Content.

User Content is non-confidential and non-proprietary. You declare you do not require any personally identifying information with the User Content, and have no objection to its publication, use, modification, deletion and exploitation. You waive and agree not to claim any moral rights and release GARFLO from any claims.

GARFLO and its affiliates may display ads and other info alongside or included with your User Content on the Website. No compensation is due. Advertising manner, mode, and extent are subject to change without notice.

GARFLO reserves the right to remove, screen, translate or edit any user content without notice at any time and for any reason. You are solely responsible for your use of Interactive areas and any user content you submit, and assume all risks associated with it. User content must not be unlawful, libelous, defamatory, obscene, pornographic, indecent, lewd, suggestive, harassing, threatening, invasive of privacy or publicity rights, abusive, inflammatory, fraudulent, impersonating any person or entity, unrelated to the topic of the Interactive Area, or include promotions, political campaigning, advertising, contests, raffles, or solicitations. GARFLO is not liable for

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No software from the Website may be downloaded or exported/re-exported into or to countries subject to U.S. embargo or to anyone on the U.S. Treasury Department's Specially Designated Nationals list or U.S. Commerce Department's Table of Deny Orders, including Cuba, Iraq, Sudan, North Korea, Iran, and Syria. You represent and warrant you are not located in, under the control of, or a national or resident of such countries.

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If you are aware of an infringement of either your brand or our brand, click here and follow the Copyright Complaint Policy instructions. We only address messages concerning brand infringement at the email address websales@thetouragency.com. GARFLO provides a Platform through which you can enter into a contract with a third-party Supplier for a Product. GARFLO is not a Supplier. We act as a disclosed agent for the Supplier for each booking, accepting or rejecting your offer on their behalf. These Terms of Use govern your use of the Services, including your use of the Platform. The provision of the Product will be subject to the terms and conditions on the Website, any information provided during the Booking process, and the terms and conditions of the Supplier.

If you Book, you agree to be bound by applicable Supplier terms & conditions and any other related Product rules. In case of conflict with these Terms of Use, they will prevail. GARFLO is not liable for Supplier acts, omissions, errors, or negligence, or any personal injuries, death, property damage, or other damages resulting from interactions with Suppliers.

GARFLO is not a travel agency and does not provide or own any Experiences. GARFLO does not sponsor or approve any Suppliers, nor is it affiliated with any Supplier. GARFLO Members may rate and review Products but GARFLO does not endorse them. GARFLO is not responsible for accuracy or completeness of information obtained from Suppliers or displayed on the Website.

By making a Booking, you warrant that you are 18+ with legal authority to enter binding agreements, use Services, and purchase the Product. All information supplied must be accurate. You agree to only make legitimate Bookings for you or those you are authorized to act for.

Price per person, unless otherwise stated.

Prices are based on the local tariff, converted at the prevailing foreign-exchange rate as determined by GARFLO.

Price quotations may change without notice until a booking is made.

Prices do not include local taxes/fees, such as foreign departure, security, port, park, customs, immigration, agricultural, passenger-facility, or international transportation taxes, unless otherwise specified by the Supplier.

Prices exclude tips, passport/visa fees, baggage/personal insurance, personal items, taxes/duties, and beverages/food not stated as included by Supplier.

GARFLO's currency converter is based on various publicly available sources and should be used as a guideline only. Rates are not verified and may vary. Currency quotes may not be updated daily and accuracy is not guaranteed. GARFLO is not liable for changes in rates due to currency fluctuations.

GARFLO collects payment information and processes payment for applicable Products on behalf of Supplier. Full payment by credit/debit card is required to make a Booking, unless otherwise stated. GARFLO will appear as payee on statement.

The value of your Booking may be subject to taxes, duties, foreign transaction fees, currency exchange or other fees. Your bank or payment card company may convert the payment into the local currency and may charge fees, leading to differences between the amount displayed through the Platform, and the final amount charged to you. For any questions, contact your bank or card company.

Payment processing services for the Services provided are provided by GARFLO Limited (on behalf of GARFLO Inc.), GARFLO Inc., or GARFLO Systems Pty Limited, depending on the payment method. GARFLO: 3740 Colony Drive STE 244 San Antonio Texas, 78230.

If you make a Booking using a credit or debit card and your payment is processed via a European acquirer, payment processing services will be provided by GARFLO Limited on behalf of GARFLO Inc. (indicated on your card statement). For any other payment method, services will be provided by GARFLO Inc.

Once purchased, a Product cannot be changed or refunded, except if stated in the applicable terms and conditions.

You can request a change or cancel a Booking up to 24 hours before the start time (or 11:59pm two days before the start date if no start time is given) in accordance with the time zone of the Experience. Cancellations made 24 to 12 hours prior to the activity, may be refunded at 50%. 12 hours or less in advance cancellations will not be refunded.

Any product designated 'All Sales Final' or with similar messaging is non-refundable and cannot be changed or cancelled after booking. Some products have different cancellation policies; check the applicable product listing at time of booking for applicable policy governing cancellations and refunds.

Requests for modifications or amendments to a Booking (Change Requests) should be made online via the websales@thetouragency.com email. Provided Change Requests are received by the specified deadline, GARFLO will not charge a fee to implement them. Suppliers may charge a fee for Change Requests; these fees must be paid for GARFLO to successfully process them.

All Change Requests will be processed by GARFLO, subject to Supplier availability and agreement. GARFLO does not guarantee success. Cancellation terms govern refunds (if any).

If you use a promo code to make a Booking, or accept a discounted or special-offer price, making a Change Request afterward may invalidate the discount/offer.

No refunds are available after an Experience has started, or for any Product packages, accommodation, meals or services that have been used.

GARFLO reserves the right to cancel, change, or substitute any Product purchased, at any time, for any reason. If the change is material and the customer is dissatisfied with the alternative offered, they will be entitled to a full refund.

At our discretion, we may override the Product's cancellation policy & cancel a booking to protect our interests, the Supplier's interests and/or your interests. We may also issue part or full refunds. We & the Supplier shall have no liability for such cancellations or refunds.

When making a Booking, ensure that travel documents, including passports and visas, meet all foreign entry requirements.

Consult the relevant embassy or consulate for applicable passport and visa requirements, as such requirements may change at any time. It is your responsibility to check for up-to-date information before making a Booking and before departure. GARFLO accepts no liability for those refused entry onto a flight or into any country, including transit countries.

GARFLO recommends verifying visa and health requirements with the appropriate consulate before departure. It is also your responsibility to consult a physician for inoculation recommendations and to meet all health entry requirements and follow medical guidance for your trip.

Purchase travel insurance before departure to protect your purchase. You may be able to get reimbursed for cancellation fees and related expenses if you cancel or alter your trip. Carefully review your policy for related terms and conditions.

Most travel, including international trips, is safe; however, some destinations may involve greater risks. Prior to booking, travelers should review travel warnings, announcements and advisories by the US Government and the destination country. Get information on conditions and risk level at www.state.gov, www.tsa.gov, www.dot.gov, www.faa.gov, www.cdc.gov, www.treas.gov/ofac and www.customs.gov.

GARFLO does not represent or warrant that travel to any destination is advisable or without risk, and GARFLO is not liable for damages or losses that may result from travel to such destinations.

Please read this section carefully. this section limits GARFLO's liability to you for issues that may arise in connection with your use of the services. if you do not understand the terms in this section or elsewhere in these terms of use, please consult a lawyer for clarification before accessing or using the services.

The information, content, software, platform, and services provided by GARFLO may include inaccuracies or errors, including in relation to reservation availability and pricing errors. GARFLO, its parent, subsidiaries and corporate affiliates (collectively, the "GARFLO group companies") do not guarantee the accuracy of, and disclaim all liability for, any errors or other inaccuracies relating to the information and description of the products and other services (including, without limitation, the pricing, availability, photographs, features, inclusions and exclusions, general product descriptions, reviews and ratings, etc.). in addition, GARFLO expressly reserves the right to correct any availability and pricing errors and/or on bookings made under an incorrect price.

The GARFLO group companies make no representations about the suitability of the information, content, software, platform, products, and other services for any purpose, and the inclusion or offering of any products or services does not constitute any endorsement or recommendation of such products or services by the GARFLO group companies. all such information, content, software, platform, products, and services are provided "as is" without warranty of any kind. the GARFLO group companies disclaim all warranties and conditions that the platform is free of viruses or other harmful components. GARFLO hereby disclaims all warranties and conditions with regard to this information, content, software, platform, products, and services, including all implied warranties and conditions of merchantability, fitness for a particular purpose, title, and non-infringement, to the extent permitted by law.

The suppliers are independent contractors and not agents or employees of any of the GARFLO group companies. the garflo group companies are not liable for the acts, errors, omissions, representations, warranties, breaches, negligence or misconduct of any such suppliers or for any personal injury, death, property damage, or other damages or expenses resulting there from or otherwise arising from any booking or use of a product. the GARFLO group companies have no liability and will make no refund in the event of any delay, cancellation, overbooking, strike, force majeure or other causes beyond their direct control, and they have no responsibility for any additional expense, omissions, delays, re-routing or acts of any government or authority.

In no event shall the GARFLO group companies (or any of their officers, directors and affiliates) be liable for any direct, indirect, punitive, incidental, special, exemplary or consequential damages (including without limitation loss of data or information or costs to procure substitute goods or services) arising out of, or in any way connected with, a product or a booking, or your access to, display of or use of the services whether based on a theory of negligence, contract, tort, strict liability, or otherwise, and even if garflo has been advised of the possibility of such damages.

If any GARFLO Group Company is found liable for any loss or damage that arises out of or is in any way connected with your use of the Services or with a Booking or use of a Product, then the GARFLO Group Companies' liabilities will in no event exceed, in the aggregate, the greater of (a) the sum paid to GARFLO in respect of the Booking giving rise to the claim, or (b) one hundred dollars (US \$100.00).

The limitations of liability set forth herein shall apply even if any limited remedy specified in these Terms of Use has failed of its essential purpose, and shall inure to the benefit of the GARFLO Group Companies.

You agree to indemnify and defend GARFLO and the GARFLO Group Companies and its respective officers, directors, employees, and agents from and against any claims, actions, demands, suits, proceedings, losses, damages, fines, penalties, fees, expenses, costs, and liabilities of any kind, including reasonable legal and accounting fees, arising from or related to: (a) your breach of these Terms of Use or the documents referenced herein; (b) your violation of any law, rule, regulation, or guideline; (c) your violation, infringement, or misappropriation of third-party rights; (d) your use of the Services (including the Website); (e) your Booking or use of any Product; or (f) your negligence or willful misconduct.

GARFLO will arrange necessary transport to the next port-of-call if a "Worry-free Shore Excursion" product is purchased for redemption while in a particular port-of-call and the Supplier fails to return the customer to the ship in time to board (subject to Sections herein).

The policy in this Section only applies when you are not returned to the ship on time through no fault or action of your own. It is void when delay is caused by your own actions or deviation from the Experience Booked.

To benefit from this policy, you must provide accurate vessel arrival and departure info and leave at least 2 hours between Experience end time and vessel departure time. Contact GARFLO for next port-of-call transportation arrangements as booking own travel voids the policy.

GARFLO will book travel for eligible travelers to the next port of call, up to \$500 per person.

If your ship misses a port-of-call or is delayed, contact GARFLO within 14 days for a refund. Verification of the ship's actual itinerary required.

Upon Booking a Product, you will receive a **GARFLO-branded Ticket** (or voucher from the Supplier). You will be directed to a secure webpage to access and print your Ticket. Some Bookings will provide an electronic Ticket in addition to or instead of a paper Ticket.

Present your original, valid Ticket to the applicable Supplier to redeem your Product. Read the terms and conditions relevant to your Booking to understand the Ticket presentation requirements.

Present a valid photo ID and sign the Ticket when redeeming for security purposes. Some Suppliers may require that you present the payment card used to purchase your Product at the time of redemption. This typically applies to attraction and show tickets. You'll be advised at check-out if this is a requirement. If you have questions, contact GARFLO's Customer Care team.

No joint venture, agency, partnership, or employment relationship between you and the GARFLO Group Companies is created through these Terms of Use or use of the Services.

GARFLO's performance of these Terms of Use is subject to existing laws and legal process. You agree to bring any claim or cause of action arising from or relating to your access or use of the Services within two (2) years or it will be irrevocably waived. If any part of these Terms of Use is deemed invalid or unenforceable, it will be superseded by a valid, enforceable provision that best matches the intent of the original. The remaining provisions will remain in effect.

These Terms of Use and any other terms and conditions referenced herein are the entire agreement between you and GARFLO regarding the Services, superseding all prior communications and proposals. Printed versions of these Terms of Use and any electronic notices are admissible in judicial or administrative proceedings the same as other business documents and records in printed form.

Any rights not expressly granted herein are reserved.

Jurisdiction and Governing Law

The Services are provided by a U.S. entity and these Terms of Use is governed by the laws of the State of Texas, USA. You hereby consent to the exclusive jurisdiction and venue of courts in Houston, Texas, USA and stipulate to the fairness and convenience of proceedings in such courts for all disputes arising out of or relating to the use of the Services. You agree that all claims you may have against GARFLO arising from or relating to the Services must be heard and resolved in a court of competent subject matter jurisdiction located in Houston, Texas.

Use of the Services is unauthorized in any jurisdiction that does not comply with all provisions of these terms and conditions. This does not apply if applicable law in your country of residence requires another law and/or jurisdiction, which cannot be excluded by contract.